

COMMON COUNCIL MEETING – JANUARY 7, 2003

Mayor Boughton will call the meeting to order at 7:30 P.M.

PLEDGE OF ALLEGIANCE AND PRAYER

ROLL CALL

Nolan, McAllister, Null, Kelly, Buzaid, Dean Esposito, Machado, Shuler, Scozzafava,
Levy, John Esposito, Saadi, Dittrich, Basso, Darius, Furtado, Gogliettino, Moore,
Neptune, Setaro

_____PRESENT _____ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held December 2, 2002

CONSENT CALENDAR

1 – COMMUNICATION – Third Ward Common Council Vacancy

2 – ORDINANCE – All-Terrain Vehicle Use

3 – ORDINANCE – Highway Permit Fees

4 – RESOLUTION – Ta’Agan Point Water Supply System Easements

5 – RESOLUTION – State Nitrogen Removal Grant

6 – RESOLUTION – Tony Hawk Foundation

7 – RESOLUTION – Homeless Grant Increase

WD 8 – RESOLUTION – Thorpe Street Extension Bridge

9 – COMMUNICATION – Appointment as Police Officer

10 – COMMUNICATION – Reappointments to the Library Board of Directors

11 – COMMUNICATION – Donation to the Fire Department from Stephen Johnson

12 – COMMUNICATION – Donation to the Fire Department - Nolan Enterprises

13 – COMMUNICATION – Donations to the Library

14 – COMMUNICATION – Donation to the Civil Preparedness and Fire Departments

15 – COMMUNICATION – Donations to the Library

16 – COMMUNICATION – Request for Funds – Common Council

17 – COMMUNICATION – Request for Funds – Police Department

18 – COMMUNICATION – Reappropriation of Donated Funds

19 – COMMUNICATION – Request for Water Extension – 30 Crosby Street

20 – COMMUNICATION – Candlewood Terrace Water Problems

21 – COMMUNICATION – Acceptance of Temporary Road – Powderhorn Ridge

22 – COMMUNICATION – Reports regarding Renumbering of Buckskin Heights Drive

23 – COMMUNICATION – Lee Avenue Water Extension

24 – COMMUNICATION – Pleasant Acres Association Water Problems

25 – REPORT – Lease of Land at Intersection of Kenosia and Backus Avenues

26 – DEPARTMENT REPORTS – Fire Police, Police Chief, Fire Marshall, Public Works, Building Department, Health and Housing, Department of Elderly Services, Permit Center

There being no further business to come before the Common Council a motion was made by _____ at _____ P.M. for the meeting to be adjourned.

CONSENT CALENDAR – JANUARY 6, 2003

4 – Adopt the Resolution to authorize the acquisition of easements for the extension of the Danbury public water supply to the Ta'Agan Point water system as described.

5 - Adopt the Resolution to apply for and accept grant funding from the Connecticut Department of Environmental Protection for a study of ways to reduce nitrogen discharges as described.

6 – Adopt the Resolution to apply for and accept grant funding from the Tony Hawk Foundation in the amount of \$25,000 for construction and operation of a skate park as described.

7 – Adopt the Resolution to apply for and accept grant funding from the State of Connecticut Department of Social Services in the amount of \$97,580 for the operation of emergency shelter as described.

10 – Approve the reappointments of Harold Wibling, William Goodman, Joan Damia, Dimples Armstrong, Betty Jane Hull and Robert Feinson to the Danbury Library Board of Directors.

17 – Approve the appropriation of \$350,000 to the Police Department Special Services Account for the years 02-03 subject to approval by the Director of Finance.

18 – Approve the reappropriation and transfer of \$543 from the Elderly Services Donations Account to the Commission on Aging Budget as described.

23 – Approve water extension at Lee Avenue subject to the required eight steps, and an additional ninth step that the City Public Utilities Department supply materials and other services to the developer who will install improvements and the extension as described.

DEMOCRATIC TOWN COMMITTEE

P.O. BOX 164

DANBURY, CONNECTICUT 06813

December 10, 2002

Honorable Warren Levy
Common Council President
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Third Ward Council Vacancy

Dear Mr. Levy:

Please be advised that the Democratic Town Committee members from the Third Ward met and interviewed candidates to fill the vacancy on the Common Council.

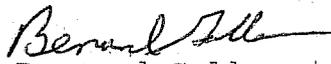
The members voted unanimously to recommend that the name of Eileen Coladarci be submitted to the Common Council for consideration to fill the unexpired term of Councilman David Mazzuchelli.

Eileen has a long and illustrious involvement in our community and our party. She lives at 49 Hospital Avenue with her husband, Butch, and is the proud parent of two adult children. She graduated from Western Connecticut State University (cum laude) in 1987 with a degree in Political Science and earned her MBA with a concentration in Health Administration in 1996.

She served on the Board of Directors for Danbury Youth Services for ten years, including two years as Board President. She was the Director of Constituent Services for State Senator Jim Maloney from 1989 to 1994. In addition, she served as a member of the Common Council from 1989 to 1996, and as Legislative Leader for the Council during her last term of office.

The Town Committee is very enthusiastic about having such an experienced leader as a candidate from the Third Ward, and hereby submits a formal recommendation to the Common Council for consideration of Eileen Coladarci to fill the unexpired term of Councilman David Mazzuchelli.

Very truly yours,



Bernard Gallo
Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

December 11, 2002

PLEASE REPLY TO:
DANBURY, CT 06810

Hon. Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Proposed ordinance
All-terrain vehicle use

Dear Mayor and Council Members:

Enclosed please find a proposed ordinance drafted pursuant to your request. As drafted, this ordinance prohibits the use of "all-terrain vehicles," as defined by state law, on property owned by the City of Danbury, including Tarrywile Park land. In addition, the ordinance parallels state law by authorizing recovery of damages to city property from owners or operators of such all-terrain vehicles.

Please consider the adoption of this ordinance in the usual fashion. As usual, we will be available to answer any questions that you may have as you proceed with deliberations. Please feel free to contact me earlier should the need arise.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric L. Grottschalk".

Eric L. Grottschalk
Assistant Corporation Counsel



3

CITY OF DANBURY
DEPARTMENT OF PERMIT COORDINATION
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

Sean P. Hearty
DIRECTOR

(203) 797-4587
FAX:(203) 797-4586

DATE: December 31, 2002

TO: Mayor Mark Boughton and Members of the Common Council

Re: Highway Permit Fees

The following is a proposal for an increase in permit fees for the Highway Department. Currently the Highway department issues only one type of permit called a Road Opening/Driveway Permit.

Background: Our current fee for a Highway permit is a flat fee of \$25.00. A bond is then estimated based on a chart that builds a bond amount based on work scope. This bond is then processed with the permit fee. The Permit fee is not adequate compensation for the department's review and follow-up inspections. The intensity of the project is directly related to review and inspection types. Utilities are not required to post bonds for permits due to the remote work areas and logistics of tracking multiple projects.

Comparisons: The following listed Cities were used as a cost comparison.
Bridgeport
Stamford
New Haven

Proposal: Permit fee of \$50.00 or three percent of the total bond amount whichever is greater not to exceed \$500.00. This will allow a fair reflection of permit fee based on work scope.
Standard fees:
Permit fee of \$50.00 or 3% of the bond amount whichever is greater not to exceed \$500.00
Utilities fees:
Permit fee of \$50.00.

Impact: Currently the base bond amount requested by the Highway Department is \$1,000.00. This bond amount is standard for sidewalk repair, driveway aprons and minor road opening. Our residents and small developers often request this type of project scope for residential uses. Total impact for these users will be an increase of \$25.00 per Permit.
Large Developers require bonds ranging from \$5,000.00 to \$50,000.00. This will require multiple reviews and inspections. \$150.00 to \$500.00 Permit fee required.
**Large Subdivisions have highway bonds posted during commission approval. We currently have no means of assessing a permit fee for these development types. It is recommended that we pursue this potential income gap with the Planning Department.*

YAMIN & YAMIN

ATTORNEYS AND COUNSELLORS

Raymond P. Yamin*
Robert J. Yamin*
Dianne E. Yamin

*ALSO ADMITTED IN NEW YORK

4
Four Moss Avenue
Danbury, Connecticut 06810

Telephone: 203 / 744-7090
Facsimile: 203 / 744-7044

December 31, 2002

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

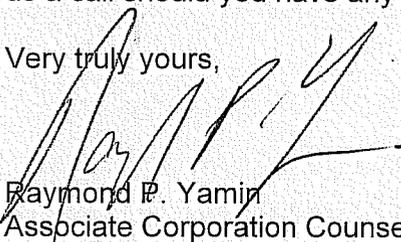
Re: Ta'Agan Point water supply system
Acquisition of easements

Dear Mayor and Council:

The attached resolution proposes to renew your earlier approval of the acquisition of several easements by this office for the purpose of facilitating the extension of the City public water supply system to certain homes in the Ta'Agan Point area, as outlined therein. The original Council Resolution provided that said acquisitions were to be accomplished by January 1, 2003. Due to difficulties in resolving certain questions of title and in negotiations with property owners, we will need additional time to finish the process of acquiring the easements. Accordingly, we are requesting that the original approval be renewed for an additional period of six months.

Thank you for your consideration in adopting the proposed resolution. Please feel free to give us a call should you have any questions.

Very truly yours,


Raymond P. Yamin
Associate Corporation Counsel

RPY:la
Enclosure

THE ESTATES OF MRS. HOWARD P. SHEPARD, MARJORIE SHEPARD
AND HOWARD P. SHEPARD, JR.
TA'AGAN POINT DRIVE

A certain piece or parcel of land containing 116 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Ta'agan Point Drive bounded and described as follows:

Commencing at a point on the most southeasterly corner of Ta'agan Point Drive at the northeasterly corner of land herein described, thence running southerly through the land of the Grantor S. $05^{\circ} 38' 25''$ E. a distance of 7.23 feet to the northeasterly corner of land now or formerly of Oleg Sokolov and Fanya Sokolova, thence turning and running westerly along the northerly boundary line of land now or formerly of Oleg Sokolov and Fanya Sokolova, S. $78^{\circ} 24' 05''$ W. a distance of 15.04 feet to a point, thence turning and running northerly through the land of the Grantor, N. $12^{\circ} 01' 45''$ W. a distance of 7.79 feet to a point on the southerly boundary line of Ta'agan Point Drive, thence turning and running easterly along the southerly boundary line of Ta'agan Point Drive, N. $80^{\circ} 33' 17''$ E. a distance of 15.82 feet to the point or place of the beginning.

Bounded :

Northerly : By Ta'agan Point Drive

Easterly : By other land of the Grantor.

Southerly : By land now or formerly of Oleg Sokolov and Fanya Sokolova.

Westerly : By other land of the Grantor.

Together with a 15.00 feet wide temporary construction easement adjacent and parallel to the westerly side of the above referenced water main easement.

For a more particular description of the water main easement, reference is made to a map entitled "Map Showing Proposed 15.0 Wide Water Main Easement Through the Property of The Estates of Mrs. Howard P. Shepard, Marjorie Shepard and Howard P. Shepard, Jr. To Be Acquired By The City of Danbury Ta'agan Point Drive, Danbury, Connecticut Scale 1' = 20' dated November 6, 2000" with latest revision date of June 10, 2002 and certified substantially correct by Ireneo H. Despojado, P.E. & R.L.S. No. 12050 and which map is to be filed in the office of the Danbury Land Records.

**OLEG SOKOLOV AND FANYA SOKOLOVA
WATER LINE EASEMENT
40 WONDY WAY**

A certain piece of land containing 2,375 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at 40 Wondy Way bounded and described as follows:

Commencing at a point on the northerly side of Wondy Way at the southeasterly corner of land of herein described, which point also being the southeasterly corner of the land of the Grantor, thence running along the northerly side of Wondy Way S. 77° 58' 15" W. a distance of 15.00 to a point, thence turning and running northerly through the land of the Grantor N. 12° 01' 45" W. a distance of 158.41 feet to a point on the northerly boundary line of the land of the Grantor, thence turning and running easterly along the northerly boundary line of the Grantor N. 78° 24' 05" E. a distance of 15.00 feet to the northeasterly corner of the land of the Grantor, thence turning and running southerly along the easterly boundary line of the Grantor S. 12° 01' 45" E. a distance of 158.30 feet to the point or place of beginning.

Bounded :

Northerly : By land now or formerly The Estates of Mrs. Howard P. Shepard, Marjorie Shepard and Howard P. Shepard, Jr.

Easterly : By land of now or formerly of Suzanne Marie Lee.

Southerly : Wondy Way

Westerly : By other land of the Grantor.

Together with a 15.00 feet wide temporary construction easement adjacent and parallel to the westerly side of the above referenced water main easement.

For a more particular description of the water main easement, reference is made to a map entitled, " Map Showing Proposed 15.0' Wide Water Main Easement Through the Property of Oleg Sokolov and Fanya Sokolava To Be Acquired By The City of Danbury 40 Wondy Way, Danbury, Connecticut Scale 1" = 20' dated November 1, 2000" with latest revision date of June 10, 2002 and certified substantially correct by Ireneo H. Despojado, P.E. & R.L.S. No. 12050 and which map is to be filed in the office of the Danbury Land Records.

**WATER LINE EASEMENT
GENEVIEVE G. SCHRANK - TA'AGAN POINT ROAD**

All that certain piece or parcel of land, containing 775 square feet (0.0178 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Ta'Agan Point Road bounded and described as follows:

Commencing at a point on the southerly street line of Ta'Agan Point Road turnaround, said point being the northeasterly corner of land herein described and being the northwesterly corner of an existing 10.00 feet wide water line easement that runs through the land of the Grantor located on the easterly and southerly boundary line of the land of the Grantor, thence running southerly through land of the Grantor along the westerly line of the existing 10.00 feet wide water line easement S. 13° 21' 42" E. a distance of 150.49 feet to a point, thence turning and running westerly through land of the Grantor and along the northerly line of the existing 10.00 foot wide water line easement S. 80° 49' 57" W. a distance of 5.41 feet to a point, thence turning and running northerly through the land of the Grantor N. 13° 21' 42" W. a distance of 151.75 feet to a point on the southerly line of Ta'Agan Point turnaround, thence turning and running easterly along the southerly line of Ta'Agan Point on a curve to the left with a delta angle of 08° 59' 14", a radius of 32.33 feet and length of curve of 5.071 feet to the point or place of beginning.

Bounded:

Northerly : By Ta'Agan Point Road.

Easterly and Southerly : By the existing 10.00 feet wide water line easement in favor of The City of Danbury.

Westerly : By other land of the Grantor.

Together with a 10.00 feet wide temporary construction easement adjacent and parallel to the westerly side of the above referenced water main easement.

For a more particular description reference is made to a map entitled " Map Showing Proposed 5.00 Foot Wide Permanent Water Line Easement To Be Acquired by The City of Danbury From Genevieve G. Schrank Ta'Agan Point Road, Danbury, Connecticut Scale : 1" = 20' June 6, 2002" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. which map is to be filed in the Danbury Land Records.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the residents served by the Ta'Agan Point water supply system have experienced long standing problems associated with the quantity and quality of water drawn from their community well system; and

WHEREAS, the State of Connecticut Department of Public Health has been monitoring the situation for years and appointed a receiver in an attempt to ameliorate the problems; and

WHEREAS, the system remains inadequate, unreliable and at times unsafe; and

WHEREAS, the State of Connecticut has ordered the City of Danbury to acquire the Ta'Agan Point Water Company as a means of insuring that the Ta'Agan Point water supply is adequate, reliable and safe; and,

WHEREAS, although the Public Utilities Division of the Danbury Department of Public Works has installed an emergency feed line to provide a temporary source of water, a permanent solution is required; and

WHEREAS, an extension of the Danbury public water supply system to be funded through the assessment of benefits against those properties benefited by the extension is in the best interests of the public; and

WHEREAS, in order to proceed with said project it is necessary to acquire interests in and to real property as hereinafter set forth; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the property owners hereinafter named upon the amount, if any, to be paid for the interests to be so acquired.

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire certain water line easements from the affected property owners on or before July 1, 2003, either by negotiation or by eminent domain through the institution of suits against said property owners, their successors and assigns and their mortgage holders and encumbrancers, if any. Property descriptions describing the affected areas are attached hereto and incorporated herein as Exhibits A through C.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

(203)797-4652
FAX: (203)796-1526

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dena Diorio, Director of Finance *Dena*

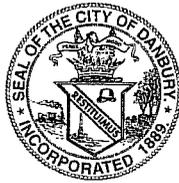
DATE: December 30, 2002

SUBJECT: STATE NITROGEN REMOVAL GRANT – WATER POLLUTION CONTROL PLANT – REVISED

Attached you will find a revised resolution and a copy of a grant application which will allow the City to apply for a grant from the State Department of Environmental Protection to study ways of reducing nitrogen discharges from the water pollution control plant into the Still River. The total estimated cost of the project is \$40,000 of which the State grant is \$22,000. This is a reduction of \$9,000 from the original grant proposal. The City share of \$18,000 will be available from the sewer contingency, account number 9504.5853. As of December 31, 2002, this account had an available balance of \$79,617.

Therefore, I would ask that the Common Council approve this resolution. If you have any additional questions feel free to give me a call.

Thank you.



CITY OF DANBURY

DEPARTMENT OF PUBLIC UTILITIES
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

MARIO RICOZZI, P.E., FASCE
SUPERINTENDENT OF PUBLIC UTILITIES

(203) 797-4539
FAX: (203) 796-1590

December 30, 2002

Honorable Mark D. Boughton
Honorable Members of the Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06810

RE: Revised Application for Grant
Water Pollution Control Plant Nitrogen Removal Study

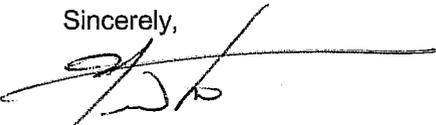
Dear Mayor Boughton and Members of the Common Council:

Enclosed please find a resolution for the Common Council to consider for a revised grant application for Nitrogen Removal Study at the Water Pollution Control Plant. The grant application was originally approved as item number 6 on the Common Council agenda for September 4, 2002.

The Connecticut Department of Environmental Protection, who administers the grant, has advised us of a change in their grant procedures and amount, which makes the revised grant application and resolution necessary. The grant amount would be reduced to \$22,000.00 from the originally anticipated \$31,000.00.

I request you approve the revised resolution.

Sincerely,



Mario Ricozzi, P.E., F. ASCE
Superintendent

Enclosure

MR:sm

cc: Dena Diorio
Eric Gottschalk, Esq.
Les Pinter
William J. Buckley, Jr., P.E.
sm/c/marioword/nitrogengrant.doc



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, a study of the discharge of nitrogen by the Water pollution Control Plant is desired; and

WHEREAS, the cost of the nitrogen study is \$40,000.00; and

WHEREAS, the State of Connecticut Department of Environmental Protection has grant funds available to the City of Danbury for use in studying the discharge of nitrogen from the Water Pollution Control Plant; and

WHEREAS, the City of Danbury is eligible to receive grant funds of up to 55% of the cost of the study.

NOW THEREFORE, BE IT RESOLVED that \$40,000.00 is appropriated to perform the nitrogen study, and Mark D. Boughton, as Mayor of the City of Danbury, is hereby authorized to execute and file applications, contracts and agreements on behalf of the City of Danbury with the Commissioner of Environmental Protection for state grants pursuant to the provisions of Section 22a-475 through 483 of the General Statutes of Connecticut, as amended, and to execute on behalf of the City of Danbury all the applications, instruments, contracts and documents and accept payments and do all other things that may be necessary for state grants and loans.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

(203)797-4652
FAX: (203)796-1526

Memorandum

To: Hon. Mark D. Boughton, via the Common Council

CC: Robert Ryerson, Kimberly Enteadó

From: Dena Diorio, Director of Finance *Dena*

Date: 12/17/2002

Re: **RESOLUTION – TONY HAWK FOUNDATION**

Attached for your review is a resolution that will enable the City of Danbury to accept funding from the Tony Hawk Foundation. The City of Danbury will use these funds to purchase equipment for the skate park at Rogers Park. The City is eligible to receive up to \$25,000. There is no local cash match required. A copy of the application is attached for your review.

The Common Council is requested to consider this resolution at its next meeting.

If you have any questions, or require any further information, please contact my office at (203) 797-4652.

DD/jgb

Attach.

**CITY OF DANBURY
PARKS, RECREATION & FORESTRY
DEPARTMENT**

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

ROBERT G. RYERSON, DIRECTOR
TEL. (203) 797-4632
FAX (203) 797-4634

M E M O R A N D U M

TO: Kim Sophia – Finance Department (Grants)

FROM: Robert G. Ryerson, Director of Parks & Recreation *KR*

DATE: December 10, 2002

RE: TONY HAWK GRANT APPLICATION

The Tony Hawk Foundation is accepting grant applications up to \$25,000 from municipalities who are in the process of constructing skateparks as outlined in the enclosed memo.

There is no financial match required and no future financial impact on the City of Danbury. These funds would be used for the purchase of equipment for the skatepark. The deadline for accepting the grant application is March 1, 2003.

Would you please forward this application to Corporation Counsel for the appropriate resolution and approval of the Common Council?

RECEIVED
PARKS & RECREATION
DEC 11 2002



Grant Application

1. Identification of Applicant

- A. Legal name of organization: City of Danbury
- B. Address and telephone number of applicant's principal office (please include an e-mail address if available):
Parks, Recreation & Forestry Department
7 East Hayestown Rd. - Hatters Community Park - Danbury CT. 06811
- C. Name of individual responsible for submission of application: _____
Robert G. Ryerson, Director (203) 797-4632
- D. Type of entity (non-profit, municipality, school district, etc.): _____
Municipality
- E. Brief history of project, with approximate dates. (please limit to a single page and attach to application)
- F. Federal Identification Number: # 066001868

2. Grant Request

- A. Amount of funds requested: \$ 25,000
- B. Breakdown of how Foundation funds will be allocated: Construction
and purchase of equipment.

3. Qualifications of Applicant

- A. Other programs and activities overseen by applicant, if any: City wide Parks and Recreation Program.
- B. Median household income in vicinity of proposed project (required), with source of data, plus any other facts you wish to provide about "at risk" youth in the region: Information unavailable
- C. How much money has been raised for this project? Where have existing funds come from? _____
\$125,000
- D. What other funding sources are anticipated, and how much is expected? _____
None

- E. Who oversees the applicant's budget? Director of Parks, Recreation & Forestry
- F. Where are the nearest existing skateparks, both public and private? Ridgefield & Bethel, Connecticut
- G. Please provide details of local skateboarders' involvement in the project, such as fundraising and lobbying efforts. No fundraising, but they have lobbied the Common Council successfully.

4. Proposed Skatepark

- A. How far along are you in the planning and/or construction process of this skatepark? We are ready to seek RFP from qualified designers.
- B. If a site has been selected, how big is the actual skating area, in square feet? The site will be in Rogers Park and total approximately 15,000 sq. ft.
- C. What type of skatepark are you planning to build (e.g. indoor vs. outdoor, concrete vs. wood ramps, etc.)? If you have it, please provide a percentage breakdown of expected users (e.g. 50% skateboarders, 25% inline skaters, 25% BMXers): Indoor, concrete, expected users : 75% skateboarders, 15% inline skaters, 10% BMXers.
- D. Have local skateboarders been included in the skatepark-design process? Have you hired a professional designer? If so, attach the designer's resume and any sketches or blueprints of the proposed design. If not, please give as much detail as possible about the skatepark you hope to build, and who has been involved in the design.: I have enclosed a proposed skateboard park sketch that the committee has looked at.
- E. Have you hired a builder/contractor? If so, attach the builder's resume. If not, what steps have you taken, if any, to ensure that a qualified and experienced skatepark contractor will be hired? No design has gone to bid.
- F. How much is the skatepark expected to cost? \$125,000
- G. Will this be a free public skatepark, or do you plan to charge for entry? Public skatepark
- H. Will the skatepark be supervised? If so, by whom? No
- I. Will hours of access be limited? Will the skatepark be lighted? Dawn to Dusk
- J. When do you expect the skatepark to open? Fall 2003
- K. Under what circumstances would this skatepark not open? If the construction cost exceeds the budget.

5. Additional Attachments to Application

- A. Names and addresses of members of governing board, if any **NONE**
- B. Most recent financial statements and budget of skatepark committee, if any. (Please don't include your municipality's entire budget. We just need to see numbers pertinent to the skatepark project.)
- C. If this application is from a municipality, how big is the city or town's total annual budget, and how big is its annual parks and recreation budget?
- City Budget : \$ 149,065,313.00**
- Parks & Recreation Budget : \$ 1,638,406.00**

CITY OF DANBURY

**PARKS, RECREATION & FORESTRY
DEPARTMENT**

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

RICHARD F. MURRAY
COORDINATOR OF PARK SERVICES
(203) 797-4632 (203) 796-1558

TONY HAWK FOUNDATION – GRANT APPLICATION

-
- 1. (E) - The skatepark committee was founded (2) two years ago. Members of the City's Common Council and students at the local high school met many times to consider avenues to build a skatepark on municipal land. The City adopted an ordinance financing a bond issue in 2001 which included money for a skatepark.**

 New Memo  Forward  Reply  Edit  Delete  Go to  Copy Info

Michael
McLachlan

To: Bob Ryerson/PARKS/COD@Danbury
cc: Mark Boughton/MAYOR/COD@Danbury

11/24/2002 04:07
PM

bcc:
Subject: Grant Funding for Skateboard Park

Tony Hawk Foundation Offers Funding for Skateboard
Parks

Deadline: December 1, 2002; and March 1, 2003

Established by professional skateboarder Tony Hawk, the nonprofit Tony Hawk Foundation works to promote high-quality, public skateparks in low-income areas throughout the United States.

Through its grant program, the foundation seeks to fund the construction of skateparks that are designed and built by qualified and experienced skatepark contractors; include local skaters in the design process; are in low-income areas, or areas with a high population of "at-risk" youth; can demonstrate grassroots commitment to the project; have a creative mix of street obstacles and transition/vert terrain; do not require skaters or their parents to sign waivers; encourage skaters to look after their own safety and the safety of others; are open during daylight hours throughout the year; are free of charge; and are in areas that currently have no skateboarding facilities.

Grant amounts range from \$5,000 to \$25,000. To be eligible, applicants must be a 501(c)(3) public charity or a state or local agency (including public school systems or public projects). The foundation also will consider assisting start-up organizations.

The foundation expects to approve grant requests quarterly. See the foundation Web site for complete application procedures and to download an application form.

RFP Link: <http://www.tonyhawkfoundation.org/>

For additional RFPs in Athletics/Sports, visit:
http://fdncenter.org/pnd/rfp/cat_athletics.jhtml



GRANT APPLICATION

PLEASE READ THIS PAGE IN ITS ENTIRETY BEFORE REQUESTING OR PRINTING OUT A GRANT APPLICATION.

THE PRIMARY MISSION OF THE TONY HAWK FOUNDATION IS TO PROMOTE HIGH-QUALITY, PUBLIC SKATEPARKS IN LOW-INCOME AREAS THROUGHOUT THE UNITED STATES. WHILE WE REALIZE THAT NOT EVERY AREA CAN AFFORD TO BUILD BIG, EXPENSIVE CONCRETE PARKS, WE FEEL STRONGLY THAT PUBLIC SKATEPARKS SHOULD BE DESIGNED AND CONSTRUCTED BY EXPERIENCED CONTRACTORS. WE ALSO BELIEVE THAT LOCAL OFFICIALS SHOULD TREAT PUBLIC SKATEPARKS THE SAME WAY THEY TREAT PUBLIC BASKETBALL COURTS OR TENNIS COURTS, MEANING THAT ANYONE MAY SHOW UP AND USE THEM ANYTIME, UNSUPERVISED. THE FOUNDATION WILL FAVOR PARKS THAT:

- 1 ARE DESIGNED AND BUILT BY QUALIFIED AND EXPERIENCED SKATEPARK CONTRACTORS.
- 2 INCLUDE LOCAL SKATERS IN THE DESIGN PROCESS.
- 3 ARE IN LOW-INCOME AREAS, OR AREAS WITH A HIGH POPULATION OF "AT-RISK" YOUTHS.
- 4 CAN DEMONSTRATE A STRONG GRASSROOTS COMMITMENT TO THE PROJECT, PARTICULARLY IN THE FORM OF FUND-RAISING BY LOCAL SKATEBOARDERS AND OTHER COMMUNITY GROUPS.
- 5 HAVE A CREATIVE MIX OF STREET OBSTACLES (RAILS, FUNBOXES, LAUNCH RAMPS, ETC.) AND TRANSITION/VERT TERRAIN (QUARTERPIPES, BOWLS, SNAKE RUNS, HALFPIPES ETC.).
- 6 DON'T REQUIRE SKATERS OR THEIR PARENTS TO SIGN WAIVERS.
- 7 ENCOURAGE SKATERS TO LOOK AFTER THEIR OWN SAFETY AND THE SAFETY OF OTHERS WITHOUT RESTRICTING THEIR ACCESS TO THE PARK OR OVER-REGULATING THEIR USE OF IT.
- 8 ARE OPEN DURING DAYLIGHT HOURS, 365 DAYS A YEAR.
- 9 DON'T CHARGE MONEY.
- 10 ARE IN AREAS THAT CURRENTLY HAVE NO SKATEBOARDING FACILITIES.

HOW TO APPLY

MISSION STATEMENT

THE MISSION OF THE TONY HAWK FOUNDATION IS TO FOSTER LASTING IMPROVEMENTS IN SOCIETY, WITH AN EMPHASIS ON HELPING CHILDREN.

FOCUS OF FOUNDATION GRANTS

THE PRINCIPAL FOCUS OF FOUNDATION GRANTS WILL BE TO ENCOURAGE AND FACILITATE THE DESIGN, DEVELOPMENT, CONSTRUCTION AND OPERATION OF NEW QUALITY SKATEBOARD PARKS AND FACILITIES, LOCATED IN LOW-INCOME COMMUNITIES IN THE UNITED STATES.

GRANT AMOUNT

MINIMUM GRANT: \$5,000
MAXIMUM GRANT: \$25,000

DISCRETIONARY GRANTS: THE EXECUTIVE DIRECTOR MAY AUTHORIZE SMALL GRANTS, UP TO \$1,000, WHICH ARE NOT SUBJECT TO THE SPECIFIC CRITERIA SET FORTH BELOW BUT WHICH SUPPORT THE OVERALL MISSION OF THE FOUNDATION. NO APPLICATIONS OR REQUESTS WILL BE ACCEPTED FOR THESE SMALLER, DISCRETIONARY GRANTS; THEY ARE BY INVITATION ONLY.

ADDITIONAL SUPPORT

THE FOUNDATION MAY OFFER TECHNICAL ASSISTANCE ON DESIGN AND CONSTRUCTION, PROMOTION MATERIALS, TRAINING MATERIALS AND SAFETY INFORMATION. THE FOUNDATION MAY ALSO FACILITATE SUPPORT FROM VENDORS, SUPPLIERS AND COMMUNITY LEADERS.

FREQUENCY

GRANTS ARE BASED ON A ONE-TIME, SINGLE-YEAR AWARD, ALTHOUGH MAY BE PAID OVER MORE THAN ONE YEAR, IF APPROPRIATE. THE FOUNDATION DOES NOT PROVIDE SUSTAINING FUNDS OR MULTI-YEAR GRANTS.

ORGANIZATIONAL REQUIREMENTS

APPLICANT MUST BE A PUBLIC CHARITY, ORGANIZED UNDER IRC SEC. 501(C)(3), AND QUALIFIED UNDER IRC SEC. 170(B)(1)(A), OR A STATE OR LOCAL AGENCY, INCLUDING PUBLIC SCHOOL SYSTEMS OR PUBLIC PROJECTS. THE FOUNDATION WILL CONSIDER ASSISTING START-UP ORGANIZATIONS. THE FOUNDATION IS LEGALLY PROHIBITED FROM PROVIDING GRANTS TO PRIVATE, FOR-PROFIT ENTITIES.

A GRANT APPLICATION MUST BE SUBMITTED TO THE FOUNDATION OFFICE (P.O. BOX 1780, EL GRANADA, CA 94018), COMPLETE IN ALL RESPECTS; INCOMPLETE APPLICATIONS WILL BE RETURNED.

APPLICATION PROCEDURE AND PROCESS

PRINTED APPLICATION FORMS MAY BE REQUESTED IN WRITING FROM THE FOUNDATION OFFICE (P.O. BOX 1780, EL GRANADA, CA 94018), OR VIA E-MAIL AT QUESTIONS@TONYHAWKFOUNDATION.ORG, OR CAN BE DOWNLOADED VIA THE "PRINTABLE APPLICATION" LINKS AT THE BOTTOM OF THIS PAGE.

ANSWERS TO GRANT APPLICATION QUESTIONS MAY BE PROVIDED ON A SEPARATE DOCUMENT

PROPOSALS MAY BE RETURNED BY REGULAR MAIL OR E-MAIL TO THE ADDRESSES ABOVE. WE ENCOURAGE ELECTRONIC SUBMISSIONS, PREFERABLY MS WORD FILES FOR PC. FAXED PROPOSALS WILL NOT BE ACCEPTED.

IF THE GRANT APPLICATION IS APPROVED, THE APPLICANT WILL BE REQUIRED TO SIGN A GRANT AGREEMENT, CONFIRMING THE TERMS OF THE AWARD.

THE FOUNDATION ANTICIPATES APPROVING GRANT REQUESTS QUARTERLY. TO BE CONSIDERED WITHIN A CALENDAR QUARTER, APPLICATIONS SHOULD ARRIVE IN OUR OFFICE ON OR BEFORE THE DEADLINE DATES BELOW:

<u>DEADLINE</u>	<u>BOARD MEETING</u>
DECEMBER 1	JANUARY
MARCH 1	APRIL

CITY OF DANBURY
VISION 21²
PROPOSED BOND ISSUE 2001-2002
PUBLIC IMPROVEMENTS

<u>PROJECT</u>	<u>AMOUNT</u>	<u>BOND</u> <u>10 YEAR</u>	<u>BOND</u> <u>20 YEAR</u>
Equipment Replacement			
Public Works, Parks & Recreation	\$ 750,000	\$ 750,000	
Revaluation	400,000	400,000	
Tarrywile Master Plan	70,000	70,000	
Tax Parcel/LPM GIS/Documents	350,000	350,000	
Downtown Streetscape	500,000		\$500,000
Engine Co. #25 Bldg. & Land	545,000		545,000
Parking Decks Hull & Library Place	5,000,000		5,000,000
Bank Street Property Library Parking	400,000		400,000
Rogers Park Property Acquisition	270,000		270,000
Rebuild/Repave Highways/Drainage	2,500,000		2,500,000
North Main St. Property Acquisition	1,500,000		1,500,000
Senior Center Tower Roof			
Replacement	275,000		275,000
Parks & Recreation Improvements	1,000,000		1,000,000
Bennetts Farm Property Acquisition	<u>375,000</u>		<u>375,000</u>
Subtotal	\$13,935,000	\$1,570,000	\$12,365,000
Contingency	\$ 775,000	\$ 83,000	\$ 692,000
Short Term Interest	1,680,000	180,000	1,500,000
Bond Issue Expense	<u>250,000</u>	<u>27,000</u>	<u>223,000</u>
TOTAL	\$16,640,000	\$1,860,000	\$14,780,000

Bank Street Property Library Parking

Acquisition of land and building on Bank Street. In addition, funds will be used to demolish the existing structure to add more parking for the Library.

Rogers Park Property

To purchase property with approximately 4.5 acres to be used for the construction of additional playing fields, parking and skateboard area.

Rebuild Repave Highways/Drainage

Rebuilding/repaving roadways, drainage improvements and rebuilding/resurfacing parking lots for public buildings including schools. Funds will also be used for East Ditch drainage problems.

North Main Street Property Acquisition

Acquire eight North Main Street parcels from East Franklin Street to Laurel Gardens (east side) as a new Redevelopment Project aimed at ridding urban blight and adding new housing for senior residents. Approximately \$800,000 of this amount could be recouped if the City sells this parcel to the Bishop Curtis Homes developer.

Senior Center Tower Roof Replacement

Replacement of tower roof, including decorative wood trim. This building is an historic landmark and must be restored according to state and federal guidelines.

Parks & Recreation Improvements

Lighting and irrigation improvements to Danbury High School baseball/softball complex, lighting of the Osborne Street field and playground and improvements to the Hatters Park banquet facility including ADA compliance. Will include the construction of roads, pathways and parking lot connecting Hatters Park, the PAL complex and the Candlewood Town Park to complete the Linear Park concept. Funds are included for a skateboard park.

Bennetts Farm Property Acquisition

Purchase Bennetts Farm property (approximately 69 acres). The amount of \$375,000 represents the City's 50% share of the State of Connecticut Open Space Land Acquisition Program to purchase this property which is connected to the State-owned Wooster Mountain State Park. Linking Tarrywile Park, Wooster Mountain State Park and open space lands in the Town of Ridgefield will create the largest greenbelt in Northern Fairfield County for the development of the future Ives Trail system.

**CITY OF DANBURY
PARKS, RECREATION & FORESTRY
DEPARTMENT**

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

ROBERT G. RYERSON, DIRECTOR
TEL. (203) 797-4632
FAX (203) 797-4634

M E M O R A N D U M

TO: Patricia Ellsworth, Assistant City Engineer

FROM: Robert G. Ryerson, Director of Parks & Recreation

DATE: November 15, 2001

RE: Vision 21² Bond Issue

These are my list of improvements for the Vision 21² Bond Issue:

1. Equipment Replacement	\$ 205,000
2. Parks & Recreation Improvements	1,000,000
Sub-Totals:	
a. Lighting Osborne St. Field	\$ 75,000
b. DHS Lighting & Irrigation	450,000
c. Hatters Park Banquet Room	225,000
(including ADA Compliance)	
d. Hatters Park/Pal Complex	100,000
(parking lot connections)	
e. Rogers Park Skate Park	125,000
f. Rogers Park Field Improvements	25,000
(bleachers, fencing, etc.)	
	<hr/> \$1,000,000



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Tony Hawk Foundation will make grant funds available to municipalities; and

WHEREAS, the Tony Hawk Foundation will award these funds to the City of Danbury to assist with the construction and operation of a public skate park; and

WHEREAS, the City of Danbury is eligible to receive funds up to \$25,000.00; and

WHEREAS, no local cash match is required.

NOW THEREFORE BE IT RESOLVED, that Mark D. Boughton, Mayor of the City of Danbury, is hereby authorized to sign any documents necessary to effectuate the purposes of said grant application and the receipt of such grant.



7

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

(203)797-4652
FAX: (203)796-1526

Memorandum

To: Hon. Mark D. Boughton, via the Common Council
CC: Kimberly Enteadó
From: Dena Diorio, Director of Finance *Dena*
Date: 12/17/2002
Re: **RESOLUTION – HOMELESS GRANT INCREASE**

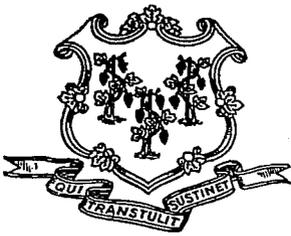
Attached for your review is a revised resolution that will enable the City of Danbury to accept funding from the State of Connecticut for the Homeless Grant. The State has restored the grant amount to \$97,580.00. The Common Council had already approved application for the reduced amount of \$93,433.00 at its September meeting. The State had originally notified us that the annual amount for this grant would be reduced. There is no local cash match required for this grant.

The Common Council is requested to consider this resolution at its next meeting.

If you have any questions, or require any further information, please contact my office at (203) 797-4652.

DD/jgb

Attach.



FOR INTERNAL USE ONLY (Revised 7/01)
 Original Contract # 03-HESS-16
 Amendment
Max Contract \$97,580.00
Contract Person Gwen Wright
Contract Phone (203) 597-4103

STATE OF CONNECTICUT
HUMAN SERVICE CONTRACT

PART I

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 25 SIGOURNEY STREET

City: HARTFORD

State: CT

Zip: 06106

Tel. #: (860) 424-5699 hereinafter "the department", hereby enters into a contract with:

Contractor's Name: CITY OF DANBURY

Street: 155 DEER HILL AVENUE

City: DANBURY

State: CT

Zip: 06810

Tel. #: (203) 797-4510

FEIN/SS#: 00000034-01

hereinafter "the contractor", for the provision of services outlined herein.

1. This contract is in effect from 10/01/02 through 09/30/03

2. Contractor is a set aside contractor pursuant to § 32-9e of the Conn. Gen. Stat.: YES NO

3. The contractor shall perform the specific services as described in accordance with:

PART II: Contract terms required by the department, consisting of 10 pages, numbered consecutively beginning with page 10.

PART III: Specific terms for contract performance, statement of compensation and terms of payment, consisting of 08 pages, numbered consecutively beginning with page 19 and ending with the Acceptances and Approvals page, numbered 27.

Workforce Analysis: The contractor has provided the Workforce Analysis affirmative action report, attached hereto and made a part hereof, related to employment practices and procedures.

4. **Statutory Authority:** The Department is authorized to enter into this contract pursuant to § 4-8 and 17b-3 Connecticut General Statutes.

5. Effective Date: This contract shall become effective only as of the date of signature by the department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified in Section 1, above. This contract may be amended pursuant to Section 6.

6. Contract Revisions and Amendments: (a) A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract, and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in Part II or Part III of this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services, and to any other contract revisions determined material by the department.

(b) The contractor shall submit to the department in writing any proposed revision to the contract and the department shall notify the contractor of receipt of the proposed revision. Any proposal deemed material shall be executed pursuant to (a) of this section. The department may accept any proposal as a technical amendment and notify the contractor in writing of the same. A technical amendment shall be effective on the date approved by the department, unless expressly stated otherwise.

(c) No amendments may be made to a lapsed contract.

7. Liaison: Each party shall designate a liaison to facilitate a cooperative working relationship between the contractor and the department in the performance and administration of this contract.

8. Cancellation and Recoupment:

(a) This agreement shall remain in full force and effect for the entire term of the contract period specified in Section 1, above, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

(b) In the event the health or welfare of the service recipients is endangered, the department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The department shall notify the contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the contractor may request in writing a meeting with the commissioner of the department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the contractor shall be given an opportunity to present information on why the department's actions should be reversed or modified. Within five (5) business days of such meeting, the commissioner of the department shall notify the contractor in writing of his/her decision upholding, reversing or modifying the action of the department. This action of the commissioner shall be considered final.

(c) The department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(d) The department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The contractor agrees to return to the department any funds not expended in accordance with the terms and conditions of the contract and, if the contractor fails to do so upon demand, the department may recoup said funds from any future payments owing under this contract or any other contract between the state and the contractor.

9. Transition after Termination or Expiration of Contract: In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the department does not offer the contractor a new contract for the same or similar service at the contract's expiration, the contractor will assist in the orderly transfer of clients served under this contract as required by the department and will assist in

the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the department and the contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the department and the contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

10. Contract Reduction: The department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the department during the fiscal year for which such funds are withheld; or (2) federal funding reductions result in reallocation of funds within the department.

The contractor and the department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the department may terminate the contract sixty (60) days from receipt of such formal notification. The department will formally notify the contractor of the termination date.

11. Choice of Law and Choice of Forum: The contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.

12. Inspection of Work Performed: The department or its authorized representative shall at all times have the right to enter into the contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The contractor and all subcontractors must provide all reasonable facilities and assistance for department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the contractor.

13. Safeguarding Client Information: The department and the contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.

14. Reporting of Client Abuse or Neglect: The contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in C.G.S. 17a-101 through 103, 19a-216, 46b-120 related to children; C.G.S. 46a-11b relative to persons with mental retardation and C.G.S. 17b-407 relative to elderly persons.

15. Credits and Rights in Data: Unless expressly waived in writing by the department, all documents, reports, and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the contractor shall be the sole responsibility of the contractor and the contractor shall indemnify the department, unless the department or its agents co-authored said publication and said release is done with the prior written approval of the commissioner of the department. Any publication shall contain the following statement: "This publication does not express the views of the department or the State of Connecticut. The views and opinions expressed are those of the authors." The contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the department. The department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The department may copyright any data without prior notice to the

contractor. The contractor does not assume any responsibility for the use, publication or disclosure solely by the department of such data.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

16. Facility Standards and Licensing Compliance: The contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

17. Subcontracts: For purposes of this clause subcontractors shall be defined as providers of direct human services, Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in PART II or III of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in PART II or III of this contract. Identification of a subcontractor or budget costs for such subcontractor shall be deemed to be a technical amendment if consistent with the description of each contained in PART II or III of this contract. No subcontractor shall acquire any direct right of payment from the department by virtue of the provisions of this paragraph or any other paragraph of this contract. The use of subcontractors, as defined in this clause, shall not relieve the contractor of any responsibility or liability under this contract. The contractor shall make available copies of all subcontracts to the department upon request.

18. Conflict of Interest: At the department's election, it may require the Contractor to submit a copy of its most recent IRS Form 990 submitted to the Internal Revenue Service or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

19. Prohibited Interest: The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

20. Default by the Contractor: If the contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the department may:

- a) withhold payments until the default is resolved to the satisfaction of the department
- b) temporarily or permanently discontinue services under the contract
- c) require that unexpended funds be returned to the department
- d) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the department
- e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the department in order to bring the program into contractual compliance
- f) terminate this contract
- g) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both
- h) any combination of the above actions.

In addition to the rights and remedies granted to the department by this contract, the department shall have all other rights and remedies granted to it by law in the event of breach of or default by the contractor under the terms of this contract.

Prior to invoking any of the remedies for default specified in this paragraph except when the department deems the health or welfare of service recipients is endangered as specified in clause 7 of this agreement or has not met requirements as specified in clause 21, the department shall notify the contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the department or request in writing a meeting with the commissioner of the department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the contractor shall be given an opportunity to respond to the department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the department shall notify the contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the department intends to invoke. This action of the commissioner shall be considered final.

If at any step in this process the contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the department may proceed with default remedies.

21. Non-enforcement not to constitute waiver: The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

22. Suspension or Debarment: Signature on contract certifies the contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

- a) has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- b) is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses
- c) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the department.

23. Insurance: The contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), as specified in this agreement, during the term of this contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder, including but not limited to any claims or demands for malpractice. Certificates of such insurance shall be filed with the department prior to the performance of services.

24. Record Keeping and Access: The contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The contractor shall retain all

such records concerning this contract for a period of three (3) years after the completion and submission to the state of the contractor's annual financial audit.

25. Audit Requirements: The contractor shall provide for an annual financial audit acceptable to the department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

26. Litigation: The contractor shall provide written notice to the department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the contractor from meeting its obligations under the contract.

The contractor shall provide written notice to the department of any final decision by any tribunal or state or federal agency or court which is adverse to the contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

27. Delinquent Reports: The contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the contractor and an opportunity for a meeting with a department representative, the department reserves the right to withhold payments for services performed under this contract if the department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the contractor has entered into with the department.

28. Lobbying: The contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

29. Program Cancellation: Where applicable, the cancellation or termination of any individual program or services under this contract will not, in and of itself, in any way affect the status of any other program or service in effect under this contract.

30. Non-discrimination Regarding Sexual Orientation: Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat.:

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and § 46a-56 of the Conn. Gen. Stat.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding

on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Conn. Gen. Stat. provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

31. Executive Orders Nos. 3 & 17: This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

32. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities: The contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statutes (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract,

contractor as suitable for individuals in the time limited welfare program. The success of the contractor's efforts will be considered when awarding and evaluating contracts.

36. Non-smoking: If the contractor is an employer subject to the provisions of § 31-40q of the Conn. Gen. Stat., the contractor agrees to provide upon request the department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of section 31-40q of the Conn. Gen. Stat. must be received prior to contract approval by the department.

the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determinations of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

33. Americans with Disabilities Act of 1990: This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

34. Utilization of Minority Business Enterprises: It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts.

35. Priority Hiring: Subject to the contractor's exclusive right to determine the qualifications for all employment positions, the contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The contractor and the department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the

PART II

1. NONSEGREGATED FACILITIES

The Contractor shall comply with Federal Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Federal Executive Order 11375 and as supplemented in the United States Department of Labor Regulations (41 CFR Part 60-1 et seq., Obligations of Contractors and Subcontractors).

Pursuant to the above-cited regulations, the Contractor shall not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained; and so certifies by its agreement to this contract.

As used in this certification, the term "facilities" means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin. The Contractor further agrees (except where he has obtained identical certifications from proposed subcontractors for specific time periods) that it will obtain identical certifications from proposed subcontractors who are not exempt from the provisions for Equal Employment Opportunity; that it will retain such certifications in its files; and that it will forward a copy of this clause to such certifications in its files; and that it will forward a copy of this clause to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

2. OFFER OF GRATUITIES

By its agreement to this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. This contract may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Contractor, its agent or employee.

3. INDEPENDENT CAPACITY OF CONTRACTOR

The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

4. MOST FAVORED CUSTOMER

The Contractor agrees that if during the term hereof the Contractor shall enter into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide the same equipment or services at lower prices, or additional services at comparable prices, the Contractor shall so notify the Department and the Agreement shall, at the Department's option, be amended to accord equivalent advantage to the Department.

5. EXAMINATION OF SUBCONTRACTOR'S RECORDS

Any subcontract shall contain terms that shall require the subcontractor to maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs; and that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state, or, where applicable, federal agencies; and that the subcontractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the State of the Contractor's annual financial audit.

6. SETTLEMENT OF DISPUTES

Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Commissioner or her designee, whose decision shall be final and conclusive, subject only to whatever rights, if any, the Contractor may have pursuant to this Part II, Section 7. In connection with any appeal to the Commissioner or her designee under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor shall proceed diligently with the performance of the contract in accordance with the Commissioner or her designee's decision.

7. LEGAL CONSIDERATIONS

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising out of this contract, shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition, to, or in lieu of, said Chapter 53 proceedings.

8. FEDERAL BLOCK GRANT FUNDING

If Federal block grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively approved block grant plan, as provided by Connecticut General Statutes §4-28b.

9. STATUTORY AND REGULATORY COMPLIANCE

The Contractor shall comply with all pertinent provisions of local, State and Federal laws and regulations applicable to the Contractor's program.

10. AUDIT LIABILITIES

In addition to and not in any way in limitation of the obligation of the agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.

11. FREEDOM OF INFORMATION

Due regard will be given for the protection of proprietary information; however, Contractors should be aware that all materials associated with this contract and the Contractor's performance of its duties under this contract, including but not limited to any materials provided to the Department by the Contractor prior to the execution of this contract (hereinafter collectively referred to as "materials") are subject to the terms of the Freedom of Information Act ("FOIA"), the Privacy Act and all rules, regulations and interpretations resulting therefrom. As a result, the materials, pursuant to a request directed to the Department under the FOIA, may be disclosed to the public. If the materials are the subject of a FOIA request, it will not be sufficient for Contractors to merely state generally that the material, or any portion thereof, is proprietary in nature and not, therefore, subject to release to third parties. The particular documents, pages or sections, which a Contractor believes to be proprietary, must be specifically identified as such. The Contractor must provide the Department with a convincing written explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210 of the Connecticut General Statutes. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. Between the Contractor and the Department, the final administrative authority to release or exempt any or all material so identified rests with the Department.

12. OWNERSHIP

In addition to the requirements set forth in Part I, Section 15 of this contract, if this contract calls for the creation, production or writing by the Contractor of any document, computer program, data, analyses or creation of whatever description, all rights of ownership and ownership of the copyright of these documents, computer program, data, analyses or creation of whatever description belongs to the State of Connecticut.

13. SEVERABILITY

If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

14. WAIVERS

No covenant, condition, duty, obligation or undertaking contained in or made a part of this contract shall be waived, except by the written agreement of the parties.

15. EQUIPMENT AND SUPPLIES

- A. Equipment shall mean all tangible personal property such as tables, chairs, lamps, desks, copying machine, typewriters, computer equipment, etc., with a normal useful life of more than one year and an acquisition cost of more than \$1,000.
- B. Supplies shall mean all tangible personal property other than equipment.
- C. Purchase of equipment and supplies by the contract shall be limited to those items essential to carrying out the program, operations and/or services authorized by this contract and approved by the Department designee.

The Contractor shall maintain an inventory of all equipment and shall provide copies of the inventory to the Department upon acquisition of the equipment or as requested by the Department designee. The Department shall determine the inventory data requirements.

Any item of equipment purchased under this agreement, may not be discarded, sold or removed from the inventory without the prior written approval of the Department designee.

Prior to the expiration or termination of the contact by either party, the Department will determine the manner of the disposition of all equipment and unused supplies purchased under this agreement.

Within 90 days of the termination of this contract, the contractor will be informed in writing by the Department designee as to the disposition method of equipment and unused supplies if the agency goes out of business.

16. CONTRACTOR PROCUREMENTS

The Contractor agrees to conduct procurements of equipment, services and/or supplies necessary to discharge its duties under this contract through use of competitive bids. The Contractor must retain evidence of its procurements in its files for audit purposes. Contractors may obtain procurement guidance from the Department, as required, through their named Liaison.

17. EMPLOYMENT/AFFIRMATIVE ACTION CLAUSE

The Contractor agrees to comply fully with all Federal and State anti-discrimination laws, statutes, and regulations, and will supply employment/affirmative action information as required for agency compliance with Titles VI and VII of the Civil Rights Act of 1964 and Connecticut General Statutes, Section 46a-68 and Section 46a-71.

18. NONDISCRIMINATION CLAUSE

In addition to the nondiscrimination provisions set forth in Part I section 32 of this contract, the Contractor agrees to comply with the provisions of section 46a-64 of the Connecticut General Statutes.

- A. The Contractor agrees and warrants that in the performance of this contract the Contractor will not discriminate or permit discrimination against any person or group of persons in the full and equal use of the services provided by the Contractor on the grounds of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, mental retardation, mental disability or physical disability including but not limited to blindness or deafness;
- B. The Contractor further agrees and warrants that in the performance of this contract the Contractor will not discriminate separate or segregate on account of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, mental retardation, mental disability or physical disability including but not limited to blindness or deafness;

- C. The Contractor agrees that the public accommodation provided will not restrict or limit the right of a mother to breast feed her child;
- D. The Contractor agrees that in a place of public accommodation the Contractor will post a notice, in a conspicuous place, that any blind, deaf or mobility impaired person, accompanied by a guide dog wearing a harness or leash and collar, may enter the premises or facilities; and
- E. The Contractor agrees and warrants that no such person will be denied full and equal access to the services provided under this contract.

19. EXECUTIVE ORDER NUMBER 16

This Agreement is subject to Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, this Agreement may be cancelled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Agreement, as part of the consideration hereof, agree that:

- A. The Contractor shall prohibit employees from bringing into the State work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in b.
- B. Weapon means any firearm, including a BB gun, whether loaded unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon

Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.

- C. The Contractor shall prohibit employees from attempting to use or threaten to use any such weapon or dangerous instrument in the State work site and employees shall be prohibited from causing or threatening to cause physical injury or death to any individual in the State work site.
- D. The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure that all employees are aware of such work rules.
- E. The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain the provision (a) through (d).

Part III

CONTRACTOR	City Of Danbury 155 Deer Hill Avenue Danbury, CT 06810
CONTRACT	034-ESS-16
PERIOD	10/02 - 09/2003
BUDGET	\$97,580

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
PART III - EMERGENCY SHELTER SERVICES (ESS)**

1. Description of Services:

A. The Contractor shall provide decent, safe and sanitary temporary emergency shelter and case management services as described in 1.C.5 below to homeless persons.

B. **Access:** The Contractor shall allow access to the emergency shelter as follows:

1. For families with children, 24-hour access [days per week/weeks or days per year]. Families with children will not be required to leave the shelter except as necessary to comply with Action Plan (as described in 1.D.2 below) requirements such as attending treatment, searching for employment, and permanent housing.
2. For individuals, hours of access shall be set forth in Part III Section 2.B. – Program Administration – Address/Hours of Service.

C. **Population served:** The Contractor shall serve family clients, and/or individual clients who are at least eighteen (18) years of age, or emancipated minors who are homeless. (Indicate population served, specific to Contractor.)

1. **Number of families served:** The Contractor shall serve approximately 0 family clients during the contract period.

2. **Number of individuals served:** The Contractor shall serve approximately 225 individual clients during the contract period.

3. **Number of beds:** The Contractor shall make available 15 beds for individual clients

and 0 beds for family clients for a total of 15 beds each day during the contract period.

4. **Type of meals served:** The Contractor shall provide the opportunity for the shelter clients to prepare their own breakfast seven days a week and their lunch, Monday through Friday, in the shelter's kitchen.
5. **Case management:** The Contractor shall provide case management services to all clients of the shelter. The case management services shall include, as necessary, but not be limited to: counseling, crisis intervention, assessment, goal planning, monitoring and encouraging client progress, assistance with obtaining housing, referrals to additional community support services including treatment or other services. Also the Contractor may provide transportation assistance, clothing, shower and laundry facilities, use of guest telephones, job readiness training, education/employment assistance, income management, and daily living skills training.

D. The Contractor agrees to perform the following activities to support the above services:

1. **Individual assessments:** The Contractor shall collect basic information regarding each client through the initial intake process. Such information may include, but not be limited to, age, marital status, family size, race, ethnicity, major source of income, reason for loss of housing, length of homelessness, rental/home ownership history, employment status, education history, history of substance abuse, and mental and physical health. The individual intake assessment shall be the basis for developing the action plan with the client as described in 1.D.2 below.
2. **Action Plans:** An Action Plan is a mutually agreed upon tool, developed between the Contractor and client as a result of the individual intake assessment which is used to identify any impediments to addressing clients' service needs and establish such goals as permanent housing, access to health care, mental health care and addiction services, information and referral services and other social and treatment services as defined in 5.A 1.
 - a. The Contractor shall review and update the Action Plan monthly. The Contractor's Case Managers shall maintain case notes as an on-going record of continuing assessment, provision of services and achievement of goals. Referrals to additional support services will occur in response to assessment of needs and the Action Plan.
3. **Workgroups:** The Contractor shall provide at least one (1) workgroup per week for clients covering topics which may include but not be limited to: budgeting, anger management, general health and nutrition, as needed based upon the Action Plan as described in 1.D.2.

4. **Provision of basic toiletries:** The Contractor shall provide clients with shower and laundry facilities and basic toiletries including but not limited to shampoo, soap, deodorant, toothbrush and toothpaste.
5. **Transportation assistance:** The Contractor shall provide transportation, if available, to appointments or employment interviews if bus passes are available.
6. **House meetings:** The Contractor shall conduct house meetings on an "as needed" basis, determined by Contractor's staff and/or clients in cooperation with staff, for the dissemination of information about services offered by the shelter.
7. **Other:** * If "Other" is used, the contract will require review and approval by the Office of the Attorney General.

2. Program Administration:

- A. The Contractor shall staff the program with the following positions that result in a minimum staff-to-client ratio of one paid staff or volunteer per twenty-five clients :
 1. Director – (1 Full-time) @ 35 hours per week
 2. Shelter Caseworker/Service Coordinator (1 Full-time) @ 35 hours per week
 3. Senior Shelter Staff person – (1 Full-time) @ 40 hours each per week
 4. Shelter Staff person – (1 full-time) @ 36 hours per week
 5. Shelter Staff person (1 part-time) @ 12 hours per week

❖ Administrative positions of the municipal department, available to shelter staff at all times, but not always on site.

B. **Address/Hours of Service:** The Contractor shall provide services at a facility located at 41 New Street, Danbury. This facility shall provide night shelter services to clients from 9 pm - 9 am 365 days a year and day center services from 8:30 am –3:30 pm Monday through Friday (except on official municipal holidays or other days that are closed via mayoral authority)

C. **Address of administrative office:** The Contractor's administrative office shall be located at 254 Main Street.

D. **Full board meetings:** The Contractor will convene full Board of Directors meetings _____ [list # times] times a year. **Non-applicable**

3. Program Evaluation:

- A. The Contractor agrees to conduct an annual self-assessment. The Contractor's Board of Directors will annually monitor the contractor's provision of contracted services to assess goals, progress, and effectiveness and will make a report with recommendations to the Contractor's staff. The report will be made available to the Department's regional field representative at the time of the annual Department on-site review. Clients will participate in the program evaluation process by completing a client satisfaction survey.

4. Quality Assurance:

- A. The Contractor agrees to comply with the regulations adopted by the Department in accordance with **Section 17b-800** of the Connecticut General Statutes related to emergency shelters for the homeless and, as applicable, assure that all pertinent subcontractors comply as well.
- B. The performance of the Contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of documents and reports, site visits to funded facilities and program sites administered by the Contractor, or by a combination of both.

5. Client-based Outcome Measures:

- A. The Contractor shall implement the programs and services described herein to assure the following outcomes on behalf of clients. Such outcomes shall be measured in the manner described in Sections 8 A. and 8 B. of this contract and documented by client records. Outcome results achieved pursuant to these terms and conditions will be monitored by the department.

- 1. **Outcome:** Client attains alternative housing and/or accesses social and/or treatment services. Alternative housing includes, but is not limited to, transitional housing, residential treatment programs, supportive and permanent housing. Social services include but are not limited to domestic violence abuse counseling, family counseling, educational and employment and financial counseling, child care, security deposit and rental assistance programs. Treatment services include, but are not limited to, residential and outpatient mental health and substance abuse treatment and medical treatment.

- a. **Measure 1**

- 1. **Singles Housing Program:** At least 30% of clients access another community housing setting such as transitional housing, residential treatment program, or permanent housing.
- 2. **Family Housing Program:** At least (N/A) % of clients access another community housing setting such as transitional housing, residential treatment program, or permanent housing.

- b. **Measure 2**

- 1. **Singles Housing Program:** At least 40% of clients access additional social services.

c. **Measure 3**

1. **Single Housing Program:** For clients whose Action Plans, as defined in section 1.D.2 above, include agreed upon goals of accessing information on health, education, housing, budgeting, and/or other services as defined in section 5.A.1 above, in order to make informed decisions about their health, education, finances, housing and other identified needs, 75 % were provided with such information, as individually appropriate, in order to enable them to make informed decisions on meeting those needs.

Percentages will be negotiated with Contractor. A 5% statistical variance from the outcome measures listed above is acceptable.

6. Requirements:

A. Federal Requirements - Prohibition of the Use of Federal Funds for Lobbying

1. The Contractor certifies that in addition to Part I, Clause 28 of this contract:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the state shall complete and submit standard Federal form-LLL, "**Disclosure Form to Report Lobbying,**" (obtained from Health and Human Services) in accordance with its instructions.
- c. The state requires that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under sub-recipients shall certify and disclose accordingly).

7. Subcontracted Services:

In Addition to Part I, Clause 17 of this contract:

- A. The Contractor agrees to notify the Department for review and approval prior to

executing any subcontractor relationship for direct human services covered under this agreement.

- B. The Contractor agrees to be responsible to the department for the performance of said Contractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under the contract. The Contractor shall bear full responsibility without recourse, to the department for their performance.

8. Programmatic/Statistical Reporting:

- A. The Contractor shall submit a completed DSS Form W-658 Homeless Shelter Demographic Report within **fifteen** (15) days following the end of each month to Department of Social Services Management Information Systems Unit, 25 Sigourney Street, Hartford, CT 06106 with a copy to the DSS regional field representative.
- B. The Contractor shall submit to the Departments' regional field representative, the DSS report, Emergency Shelter Services/ Shelter Services Program Status Report (**ESS/SSP Program Status Report**), which describes the services provided during the reporting period in accordance with the contract, including each objective, outcome, and measure, within **thirty** (30) days following the end of the first six-month reporting period. A final report shall be submitted within **sixty** (60) days following the end of the contract year.

9. Financial Reporting:

- A. The Contractor shall submit the quarterly financial reports on DSS 304 and DSS 305 forms to the DSS regional field representative within **thirty** (30) days following the end of each quarter for the first three quarters, and a final quarterly report within **sixty** (60) days following the end of the contract year.

10. Budget/Payment Provisions:

- A. The Department agrees to pay for services provided under this contract at a maximum amount not to exceed **[\$97,580.00]** for the entire contract period **10/01/01 through 9/30/03**
- B. The Contractor agrees to utilize department funds in accordance with the budget on page _____. The Contractor shall submit a written request for payment on a quarterly basis. Each payment request must be submitted on a **DSS Form W-1270** to the regional field representative. Request for payment will be honored and funds released based on: submission by the Contractor, with review and acceptance by the department, of quarterly financial reports; the availability of funds; and the Contractor's compliance with the terms of the contract.
- C. When the department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract year, the department may,

with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.

11. Budget Variance:

- A. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget included in **Part III** for a single component without prior notification to the department under the following conditions:
1. The amount by which a single category may be increased may not exceed **15%** of the approved amount or **\$1,500.00**, whichever is greater. This applies only to category amounts in the formally approved budget and subsequently approved budget revisions. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.
 2. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above,
 3. The Contractor may not make any transfer under this procedure which involves any of the categories or kinds of expenditures specifically listed below,
 4. All such transfers shall be reflected on the next submitted financial report.
- B. The department requires the following changes in approved program budgets to have prior written department approval by a formal budget revision:
1. The purchase of an item of equipment not approved in the original budget,
 2. A transfer which involves an increase of an approved category amount by more than **15%** or **\$1,500.00** whichever is greater,
 3. Any increase in compensation for services under a third party contract,
 4. Any transfer of funds from one component to another,
 5. Any transfer of budgeted program income or food reimbursement. The department will respond to a properly executed request within **thirty (30)** days of receipt.
- C. No budget revisions proposed by the Contractor may be submitted later than **thirty (30)** calendar days after the program has ended, except that the department may entertain, at any time, a budget revision for the purpose of increasing funds for the audit of the program. The final financial report will show all category overruns. Costs incurred after the end of the budget period shall be disallowed except where the department has expressly approved in writing and in advance.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, Department of Social Services has made available a grant in the amount of \$97,580.00 for the operation of the Emergency Shelter; and

WHEREAS, the grant period is October 1, 2002 through September 30, 2003; and

WHEREAS, no local match is required.

NOW, THEREFORE, be it resolved that Mark D. Boughton, Mayor of the City of Danbury, is empowered to execute and deliver in the name and on behalf of the City of Danbury a certain contract with the Department of Social Services of the State of Connecticut for this Emergency Shelter Grant and to affix the corporate seal.



8

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

December 27, 2002

Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Common Council Members:

Thorpe Street Extension Bridge
Federal Local Bridge Program
State Project No. 34-270
City Project No. 93-29

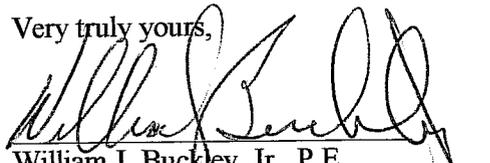
A number of years ago, the City entered into a design agreement with Purcell Associates relative to the above noted project. This project was years in design and has been waiting for State and Federal agencies to authorize the project to go to bid for a year (the project is 100% funded – Federal 80% and State 20%). The anticipated advertising date is now April 2, 2003.

The City and State have negotiated with Purcell Associates relative to construction inspection services to be provided when the project is finally bid. Enclosed please find a copy of the proposed Agreement Between the City of Danbury and Purcell Associates for Construction Inspection Services Required in Conjunction with the Replacement of the Thorpe Street Extension Bridge (Bridge No. 05097) over Kohanza Brook that was forwarded to us under cover of a November 27, 2002 letter from William R. Stark of the State of Connecticut Department of Transportation. This agreement is acceptable to our office. Also enclosed are copies of correspondence approving the personnel who are to administer the project.

If the agreement is acceptable to you, please authorize Mayor Mark D. Boughton to execute this agreement.

If you have any questions, please feel free to give me a call.

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

C: Hon. Mark D. Boughton, with encl.
Laszlo L. Pinter, Esq.





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

Federal Project No. BRZ-6034(6)
State Project No. 34-70
City Project No. 93-29
Bridge No. 05097

Replacement/Rehabilitation
Thorpe Street Extension Bridge

THAT Mark D. Boughton, Mayor of the City of Danbury, be and hereby is authorized to execute the **AGREEMENT BETWEEN THE CITY OF DANBURY AND PURCELL ASSOCIATES FOR CONSTRUCTION INSPECTION SERVICES REQUIRED IN CONJUNCTION WITH THE REPLACEMENT OF THE THORPE STREET EXTENSION BRIDGE (bridge no 05097) OVER KOHANZA BROOK**, together with such other and related documents as may be necessary for the accomplishment of the purposes thereof.



9

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

(203) 797-4511
FAX (203) 796-1666

December 31, 2002

Honorable Members of the Common Council
City of Danbury

Dear Council Members:

I hereby submit, for your confirmation, the appointment of Brian M. Simon to the position of Police Officer in the Danbury Police Department.

Mr. Simon is a Danbury native. He is a graduate of the University of Rhode Island with a Bachelor of Science Degree in Human Sciences and a Bachelor of Science Degree in Criminal Justice from Roger Williams University. He was appointed a Police Officer to the Narragansett Police Department in May 1997, was appointed a Detective in December of 1999. He served as a Special Deputy Sheriff for the Connecticut's Sheriff's Department in 1996 & 1997, and was an intern in the U.S. Marshal Service in 1995. He has attended the State of Rhode Island State Fire Marshals Arson Training School, DEA Designer Drug Seminar, Advanced Reid Technique of Interview and Interrogation School, Advanced Dive Rescue I School, NYC Office of State Fire Marshal Basic Arson Investigation School as well as other education and specialized training seminars.

Thank you for your consideration of this appointment.

Sincerely,

Mark D. Boughton
Mayor



10

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

(203) 797-4511
FAX (203) 796-1666

December 30, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

I hereby submit for your confirmation the reappointment of the following individuals as members of the Danbury Library Board of Directors with terms to expire January 1, 2006:

Harold Wibling (U)
Willow Lake Drive
Danbury, CT 06811

William W. Goodman (D)
One Lakeside Road
Danbury, CT 06811

Joan Damia (R)
113 Clapboard Ridge Rd.
Danbury, CT 06811

Dimples L. Armstrong (D)
3 South Cove Road
Danbury, CT 06811

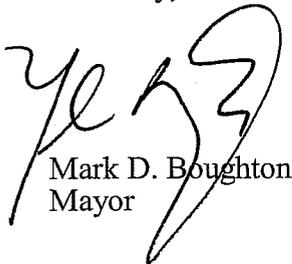
Betty Jane Hull (D)
187 Kohanza Street
Danbury, CT 06811

Robert Feinson (D)
2 Cedar Crest Drive
Danbury, CT 06811

The Danbury Library is fortunate to have such a dedicated group of volunteer directors.

Thank you for your consideration of these appointments.

Sincerely,



Mark D. Boughton
Mayor

11

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Siecienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

December 30, 2002

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Donation to the Fire Department,

Dear Mayor Boughton and Members of the Common Council,

The Fire Department has received a donation from Stephen R. Johnson of 32 Long Ridge Rd. Danbury. The donation of a new commercial extractor washing machine will assist the department in maintaining protective clothing. This machine has a cash value of \$5,000.00. There are not any associated fees or expenses that the department will incur with regards to this donation.

I would ask that this generous donation be accepted at the January meeting of the Common Council

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,



Peter J. Siecienski
Fire Chief

12

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Sicienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

December 30, 2002

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Donation to the Fire Department,

Dear Mayor Boughton and Members of the Common Council,

The Fire Department has received a donation from Mark Nolan of Nolan Enterprises, 323 Main St. Danbury. The donation of a new fire prevention and education video assist the department in delivering quality fire prevention and education programs. The video has a cash value of four hundred (\$400.00) dollars.

I would ask that this generous donation be accepted at the January meeting of the Common Council

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,



Peter J. Sicienski
Fire Chief



13

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

Danbury Senior Center

80 Main Street
(203) 797-4686

Municipal Agent

80 Main Street
(203) 797-4687

Mayor Mark Boughton and
Members of the Common Council
City of Danbury
Danbury, CT 06810

December 18, 2002

Mayor Boughton and Members of the Common Council:

The following donations of \$60.00 have been sent to the Department of Elderly Services for the use of the Danbury Senior Center:

New Milford Interfaith	- 35.00
Danbury Assisted Living	- 25.00

Kindly approve of these gifts and transfer them into the appropriate line items as requested on the accompanying form.

Respectfully,

Leo McIlrath

NEW MILFORD INTERFAITH HOUSING
BUTTERBROOK PROGRAMS EXP ACCOUNT
P.O. BOX 763
NEW MILFORD, CT 06776-0763

51-57/119
0001258435

No. 1064

DATE 11/6/02

Pay to the order of

Danbury Senior Center

\$ 35.00

Thirty five and 00/100

MEMBER



Security Features Included. Details on Back.



90455

Small Business Services
smallbiz.fleet.com New Milford, CT

PERFORMANCE

Performance for BBLOCK

Elaine K. Orshul

MP

⑆011900571⑆ 00012 58435⑆ 1064

Thank you!

ANTIQUE

DANBURY ASSISTED LIVING, LLC.

UNION SAVINGS BANK 51-7224-2211
MAIN OFFICE

001618

12/10/2002

PAY TO THE ORDER OF Danbury Senior Center

\$ **25.00

Twenty-Five and 00/100*****

DOLLAR

Danbury Senior Center
80 Main Street
Danbury, CT 06810

MEMO

The Cellmates - Entertainment

W. J. Landrum
AUTHORIZED SIGNATURE

⑆001618⑆ ⑆221172241⑆ 690 023 364⑆

Security Features included. Details on back.



14

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PAUL D. ESTEFAN
DIRECTOR CIVIL PREPAREDNESS

(203) 797-4630

December 11, 2002

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor & Members;

Hart Bus has a surplus Sweetheart Bus they would like to donate to Civil Preparedness and the Fire Department, to be used by emergency personnel.

I am requesting that the Common Council authorize the acceptance of the Sweetheart Bus.

Sincerely,

Paul D. Estefan
Director of Civil Preparedness

December 18, 2002

Mayor Mark D. Boughton

Danbury City Hall

Dear Mayor Boughton:

We have received a donation from Danbury/New Fairfield Newcomers Club, c/o Mary Jane Stryker, 29 Wedgwood Dr., 06811 in the amount of \$45.00.

Please place this item on the agenda for the January Common Council meeting as this donation needs to be deposited into the LIBRARYFUND.4651 Donations.

Sincerely,



Elizabeth McDonough
Director

c: Common Council - c/o J. Samaha ✓
D. Diorio - Director of Finance



16

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

(203)797-4652
FAX: (203)796-1526

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dena Diorio, Director of Finance *Dena*

DATE: December 27, 2002

SUBJECT: Common Council Budget

CERTIFICATION # 9

I hereby certify the availability of \$4,000 to be transferred from the Contingency Fund to the following line items in the Common Council budget:

1005.5030	Overtime	\$2,500
1005.5334	Outside Services	<u>\$1,500</u>
Total:		\$4,000

Should you need any additional information, feel free to give me a call. Thank you.

Balance of Contingency	\$478,356
Less this Request	<u>(\$4,000)</u>
Balance	\$474,356



17

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

ROBERT L. PAQUETTE, CHIEF
(203) 797-4614

December 9, 2002

MEMORANDUM

To: Members of the Common Council

From: Chief Robert L. Paquette

Subject: **Additional Funding Appropriation Request for Police Special Services
2000.5052, FY 02/03**

The Danbury Police Department hereby requests an additional \$350,000 be appropriated to the Police Special Services fund. These funds are necessary for meeting projected weekly payroll obligations for these extra services. These funds are later returned to the City's General Fund as indirect revenue, as the private sector pays for these extra police services.

The current, November 27, 2002, available funds report for Police Special Services for FY 02-03 amounts to \$63,309. All Special Services funds will be exhausted on or about December 15, 2002 at the current rate of services rendered.

Thank you for your anticipated consideration in the replenishment of these required funds for police payroll obligations.

Robert L. Paquette
Chief of Police

RLP:ks
C: Mayor Mark Boughton
Dena Diorio, Finance Director



18

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

Municipal Agent
80 Main Street
(203) 797-4687

Date: 12/18/02

MEMO TO: Hon. Mark Boughton
via the Common Council

FROM: Leo McIlrath, Director
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$ 543.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees 5002.5311 \$543.00

I have been advised by the Director of Finance that these funds exist in my account, and she will provide you with her certification.

A handwritten signature in black ink, appearing to read "Leo McIlrath", written over a horizontal line.

Leo McIlrath

LM/jgb

cc: Dena Diorio
Director of Finance



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

(203)797-4652
FAX: (203)796-1526

MEMORANDUM

DATE: December 18, 2002
TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance *Dena*
RE: Commission on Aging

CERTIFICATION

I hereby certify the availability of \$543.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following account:

Professional Services	5002.5311	\$543.00
-----------------------	-----------	----------

Should you have any questions, feel free to give me a call.

/jgb

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Ervie Hawley, C/o Hawley Realty

Address: 30 Germantown Road

Danbury, CT 06810

Telephone No. 203-748-8707

The undersigned submits for consideration an application for extension of sewer and water facilities for property.

Located at: 30 Crosby Street

Assessor's Lot No.: I13045

Zone in which the Property Lies: C-CBD

Intended Use:

Retail

Office

Mixed Use

Industrial

Single Family Residential

Multiple Family Development

45 Number of Efficiency Units

46 Number of 1 Bedroom Units

24 Number of 2 Bedroom Units

 Number of 3 Bedroom Units

115 Total Number of Units

Jane Williamson
(Signature) AGENT

12/19/02
(Date)



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

December 18, 2002

Mayor Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Candlewood Terrace Water Problems

Dear Mayor Boughton and Members of the Common Council:

At the December 3, 2002 Common Council meeting, Item Number 32 (Candlewood Terrace Water Problems) was referred to me for a report. The Candlewood Terrace Condominiums are presently served by a single well that pumps and delivers water to the residents. What has been discussed, and what is being proposed, is that the well be abandoned and the City extend its water mains into the project and provide all water service from those new water mains. This would be similar to what we have done for a number of other private water companies within the City over the past ten years. In order for us to accomplish this work, the Common Council would have to authorize us to proceed with the assessment methodology for extending City water. We would start with a preliminary design and a mail survey sent to the condominium association. To the best of my knowledge, they are the only property owner that would benefit from this proposed water extension. Should they agree, we would advise you accordingly and you would authorize us to move forward with the design for the purposes of calculating a preliminary assessment benefit. That would be forwarded to a public hearing, and, if everything is agreed upon, the Common Council would authorize us to begin construction of the project.

At this time I would recommend that you authorize us to proceed with the assessment methodology.

Very truly yours,

William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

WJB/com

cc: JoAnn Knowles
Mario Ricoszi, P.E.

To: Common Council

I live at 5 Powderhorn Ridge in Danbury. I have been a resident since 1995. Every year during in climate weather, which snow is being plowed down Powderhorn Ridge, cross street Indian Head Road. I understand that the snow needs to be cleared from the streets during bad weather but, the snow is being plowed to the end of the road. Powderhorn Ridge is a dead end, which I have been told that a portion of our road is private. But this private area is where they are placing all the snow from the whole street. Each year damage is done to the private area that we must repair each year. Photos enclosed show damages. I have contacted the Director of Public Works, William Buckley Jr. He was advised me to contact the Common Council to accept the temporary road (the private property) to become a Danbury Street. We are talking about approximately 35 by 50 feet that should become part of Powderhorn Ridge. Because of damages since 1995 of the snow being placed here its becoming very costly to repair and maintain. At the end of the winter Danbury Services only repair up to the end of the road which ends in front 4 Powderhorn Ridge. At the end of the year Public Works says they aren't responsible for making repairs to the area at which they place the snow or for the catch bases that are beginning to cave in. I'm asking if extending Danbury Roadway and changes be made to the deed so that the private property can become part of this public street, so that Danbury Services can be responsible for making repairs. Since 1995 its been very costly for me to continuously make the repairs. The end of the road way that I'm asking for you to accept to add to Danbury Roadway which leads into State Land. This State Land needs to be kept maintain because in case of emergency, emergency personnel needs to have access to this land, which surrounds East Lake Reservoir. There are many pictures enclosed with this letter. This pictures help show the damage. There is also a map enclosed that shows where roadway ends and what part of the temporary road should become part of Danbury Roadway. Please notify me with the outcome of your decision.

Sincerely,

Joseph Caradonna
 5 Powderhorn Ridge
 Danbury, CT 06811
 (203) 746-9055



29-12
22

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

December 6, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Buckskin Heights Drive
Renumbering

At the December 3, 2002 Common Council meeting, the November 14, 2002 letter from Holly McGran requesting the renumbering of Buckskin Heights Drive was forwarded to our office for a report within 30 days (reference meeting minutes item 29).

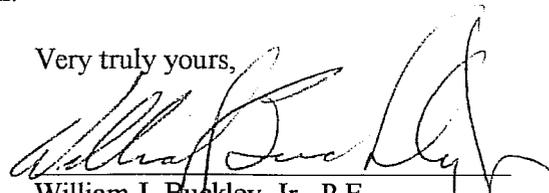
When the Buckskin Heights subdivision was developed in the 1970s, the roadway within the subdivision was called Randi Road.

At its February 1, 1977 meeting and at the recommendation of the Common Council Public Works Committee, the Common Council voted to accept the roadway known as Randi Road as a City Street and "that the name Randi Road be changed to Buckskin Heights Drive, as it is a continuation of the previously accepted City road."

Numbering and renumbering of City streets fall under the jurisdiction of the Planning and Zoning Department. It is recommended that this request be forwarded to the Planning and Zoning Department.

If you have any questions, please give me a call.

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

C: Dennis Elpern, with encl.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

December 13, 2002

PLEASE REPLY TO:
DANBURY, CT 06810

Honorable Mark D. Boughton, Mayor
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: December agenda item #29
Renumbering of Buckskin Heights Drive

Dear Mayor and Council Members:

Please accept this letter in response to your request for a report concerning the matter referenced above. This item was presented to you by Holly McGran a resident of Buckskin Heights Drive, in a letter dated November 14, 2002. In her letter Ms. McGran described existing confusion surrounding the status of Randi Road and the numbering system on Buckskin and Randi. She asked that the city renumber Buckskin Heights or add a street sign for Randi Road if Randi still exists as a public highway. You referred the matter to the Director of Public Works, the Director of Planning, the 911 Coordinator and to this office for reports.

It is a simple administrative matter to place a sign on Randi Road, if that road is a public highway, however renumbering a highway is a legislative function. Pursuant to the provisions Section 7-148 of the Connecticut General Statutes, the city has the authority to, "lay out, construct, reconstruct, alter, maintain, repair, control, operate and assign numbers to streets..." and Section 3-4 of the Danbury Municipal Charter vests these powers in the Common Council.

Therefore, since either approach is possible, your choice will depend on the additional reports you receive from staff and your own view of the best method for resolving this matter. If I can be of additional assistance, please let me know.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Sicienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

December 30, 2002

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Buckskin Heights referral (Item 29 December 3, 2002)

Dear Mayor Boughton and Members of the Common Council,

Communications Coordinator Pat Sniffin has reviewed the December 3rd referral referencing the concerns of Holly McGran. C/S Sniffin has discussed the issue with the Planning Department and agrees there is a potential problem. Pending the Planning department investigation, notification and council approval of proposed numbering changes the Master Street Address Guide (MSAG) will be updated by C/S Sniffin and the SNET 911 group.

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,



Peter J. Sicienski
Fire Chief



23

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

December 27, 2002

Mayor Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Lee Avenue Water Extension

Dear Mayor Boughton and Members of the Common Council:

Sometime ago our department reviewed plans and specifications for utility improvements to Lee Avenue. Earlier this year, the Common Council approved the sewer extension on Lee Avenue. There was no water main extension requested at that time because it was assumed that a City water main existed on Lee Avenue. During construction, this assumption was found to be incorrect and I am proposing a solution for your consideration.

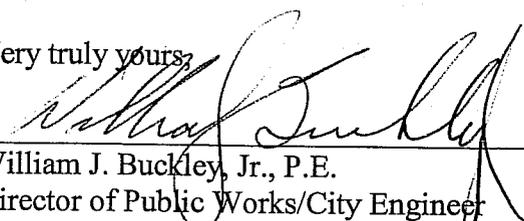
Since the City has three existing customers on Lee Avenue, I am proposing that the City supply all the materials to the developer for this water main extension. I would further propose that the City Public Utilities Department perform the chlorination, sampling, disinfecting and pressure testing of the new water main. Additionally, the City Engineering Department will provide the surveying services necessary to prepare the asbuilt drawing of the water main once it is complete. The developer, as has been the case in the past where existing water customers exist along an extension, will be responsible for the excavation, installation of the piping, backfilling of the trench and final resurfacing of Lee Avenue.

I am requesting that you approve this extension with a minimum of the eight normal steps. The ninth step would be the supplying of the materials and services as I have outlined above if you so choose. As always, I will make myself available to you to respond to any comments or questions you may have relative to this matter.



(Page 2 Lee Avenue Water Extension)

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

WJB/sd

CC: Mario Ricozzi
Planning Commission



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

December 23, 2002

Mayor Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Pleasant Acres Water System
Pleasant Acres Homeowners Association Water Problems

Dear Mayor Boughton and Members of the Common Council:

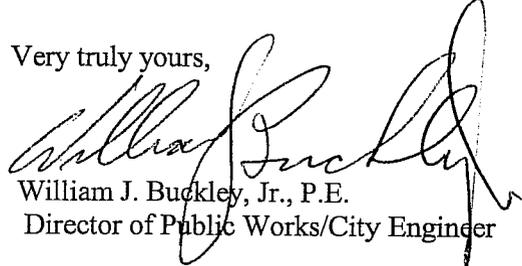
Reference is made to Item Number 59 on the November 7, 2002 agenda of the Common Council meeting. That item concerned the Pleasant Acres Homeowners Association water problems. The item was a report of a subcommittee meeting that took place on October 16, 2002. Chairing that committee was Councilman Kelly with Councilman Mazzuchelli and Councilwoman Basso as members. Also in attendance at the meeting was Councilman McAllister.

The result of the meeting was that the Common Council asked me to look at the problems in Pleasant Acres and to come up with solutions to resolve them. I indicated to the subcommittee that evening that we would be going out to bid shortly on work on the Ta'Agan Point water system and that I would include in that bid the piping improvements to the Pleasant Acres Water System that were not made when the original 1.2 million dollars of improvements that were made to the Pleasant Acres Water System. Some of you may recall that we only did a portion of the project, limiting the cost of the project to 1.2 million dollars at the request of the homeowners association and their Attorney, Mr. Ted D. Backer, Esq.

The purpose of this letter is to report to you that we have now received the bids on the Ta'Agan Point Water System Improvements and portions of Pleasant Acres Water System Improvements as described above. In order for us to proceed with the improvements to the Pleasant Acres Water System, we need a total of \$323,374.50. That total is broken down into two components. The first component has to do with Wondy Way and it equals \$48,000. The second component is made up of all the remaining improvements to be made to the Pleasant Acres System and that total is \$275,374.50. If you would like us to resolve all of the problems with the Pleasant Acres Association Water Supply, I would respectfully request that you authorize the allocation of \$323,374.50 from the water fund, pending certification of funds from the Director of

Finance. We will then utilize that amount of money for the completion of all of the mains in this area. At a minimum, however, should you be looking for a compromise, I would respectfully request that you authorize the appropriation of the Wondy Way portion of the project, namely \$48,000, to be appropriated from the water fund, pending certification of funds by the Director of Finance. The Wondy Way portion of the Pleasant Acres Water System is a portion that needs to be improved with a higher priority than any of the other sections of water main at the present time.

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

WJB/com

cc: Patricia A. Ellsworth, P.E.
Mario Ricozzi, P.E.
Dena R. Diorio



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

(203)797-4652
FAX: (203)796-1526

MEMORANDUM

TO: Mayor Mark D. Boughton, via the Common Council

FROM: Dena Diorio, Director of Finance *Dena*

DATE: April 8, 2003

CERTIFICATION

SUBJECT: Item 24 – January 7, 2003 Common Council Agenda

As per Common Council approval at its January 7, 2003 meeting, I hereby certify the availability of \$48,000 to be appropriated from the Water Fund's fund balance to the Pleasant Acres Water Main project.

Thank you.

Report from Director of Public Works William Buckley stating that he has received the bids on the Ta'Agan Point Water System Improvements and portions of Pleasant Acres Water System. In order to proceed he needs a total of \$323,374.50 broken down into two components. The first component has to do with Wondy Way and equals \$48,000. The second component is made up of all the remaining improvements to be made to the Pleasant Acres System that totals \$275,374.50. He requests that the Common Council authorize the allocation of \$323,374.50 from the water fund pending certification of funds from the Director of Finance.

Mr. Levy made a motion to receive the communication and appropriate \$48,000 from the Water Fund, pending certification of funds by the Director of Finance for the Wondy Way portion of the Pleasant Acres Water System. Seconded by Mr. Gogliettino. Motion carried unanimously.

25 – REPORT – Lease of Land at Intersection of Kenosia and Backus Avenues

Mr. Furtado submitted the following report:

The Common Council Committee appointed to review the request to lease land at the intersection of Kenosia and Backus Avenues met on December 30, 2002 at 6:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Furtado and Dittrich. Also in attendance were Director of Finance Dena Diorio, Assistant Corporation Counsel Les Pinter, Airport Administrator Paul Estefan, Attorney David Grogins, the petitioners David and Mitchell Kaplan, Council President Warren Levy, ex-officio, and Lynn Waller.

Mr. Furtado asked Attorney Pinter for a brief overview of the lease. Attorney Pinter said the lease is for an adjacent parking area for tenants on Backus Avenue. The petitioners requested at twenty-year lease with renewal options. The Aviation Commission recommended a twenty-year lease, without a specified rent, with an appraisal to be done in the tenth year. The petitioner submitted an independent appraisal recommending that the rent be set at \$500 per month. The Tax Assessor reviewed the recommendation and concurred with the general value.

Mr. Furtado asked who would bear the cost of the property taxes? Attorney Pinter said that had not been fully discussed, but the Tax Assessor has been adding the taxes as an additional assessment. This should be put into the lease. Mr. Dittrich asked about the CPI. Attorney Pinter said that has been included in recent leases. Mr. Furtado noted that this still needs Planning Commission approval.

Mr. Estefan gave a history of the property and recommended approval of the lease. Mr. Estefan noted that there are sixty parking spaces available. Mr. Furtado asked Mr. Kaplan what he is going to use the property for. David Kaplan said he would use it strictly for parking for the occupants of the property. Attorney Grogins stated that this piece is undersized for this zone. Parts of the piece are wetlands. The use is quite limited. Mr. Dittrich asked if there have been any complaints or citizen input in terms of the use of this property for parking. Mr. Estefan said there have been no comments received.

Mr. Furtado said it would be his recommendation to approve a twenty-year lease with two five-year options at a rate of \$800 per month. Ms. Diorio stated that the property taxes would be approximately \$1,000 per year.



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WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

December 23, 2002

Mayor Mark D. Boughton
Common Council
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155 Deer Hill Avenue
Danbury, CT 06810

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Pleasant Acres Homeowners Association Water Problems

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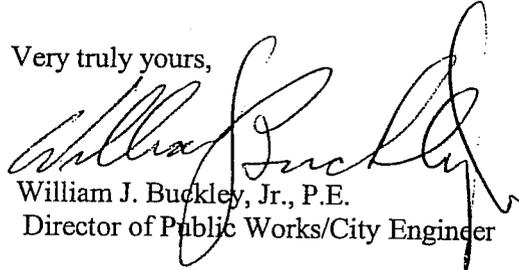
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Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

WJB/com

cc: Patricia A. Ellsworth, P.E.
Mario Ricoszi, P.E.
Dena R. Diorio



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

January 7, 2003

Mayor Mark D. Boughton
Members of the Common Council

Re: **Lease of Land at Intersection of Kenosia and Backus Avenues**

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Mr. Estefan gave a history of the property and recommended approval of the lease. Mr. Estefan noted that there are sixty parking spaces available. Mr. Furtado asked Mr. Kaplan what he is going to use the property for. David Kaplan said he would use it strictly for parking for the occupants of the property. Attorney Grogins stated that this piece is undersized for this zone. Parts of the piece are wetlands. The use is quite limited. Mr. Dittrich asked if there have been any complaints or citizen input in terms of the use of this property for parking. Mr. Estefan said there have been no comments received.

Mr. Furtado said it would be his recommendation to approve a twenty-year lease with two five-year options at a rate of \$800 per year. Ms. Diorio stated that the property taxes would be approximately \$1,000 per year.

Mr. Dittrich made a motion to approve the lease, pending approval of the Planning Commission, with the appraisal every tenth year, and a CPI adjustment annually, with the property taxes to be paid by the lessee, at a rental rate of \$800 per month for a twenty-year period with two five-year renewal options. Seconded by Mr. Furtado. Motion carried unanimously.

Respectfully submitted,

MANNY FURTADO, Chairman

JAMES KELLY



CHRISTIAN DITTRICH

January 6, 2003

Mayor Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Members of the Common Council:

Within the last couple of months, the residents of Boyce Road have requested consideration by the town of Danbury to begin plowing their private road during inclement weather. I have spoken with Bill Buckley concerning this as well.

Bill performed a quick site visit and provided me with an opinion as to the ability for the City to begin plowing this street. While Bill indicated that he felt the City could not take over responsibility for this maintenance, no formal review or committee was performed.

In correspondence with the residents of that road, they would like this decision to be reconsidered. In light of their request, and the fact that the previous actions were informal, I would like to request a formal committee be formed to assess the feasibility of the City taking over responsibility for plowing Boyce Road during the winter season.

I share in the residents concern the fact that they have small children living in the area and if there was ever a need for emergency services, vehicles would have a problem getting through in bad weather.

Sincerely,

Christian G. Dittrich
7th Ward Town Councilmen



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ENGINEERING DEPARTMENT
(203) 797-4641
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WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

January 7, 2003

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Elmwood Place

Elmwood Place is a short dead end road on the west side of Main Street located south of Wooster Street. The new Senior Center – Elmwood Hall, which is presently under construction, is located on this road.

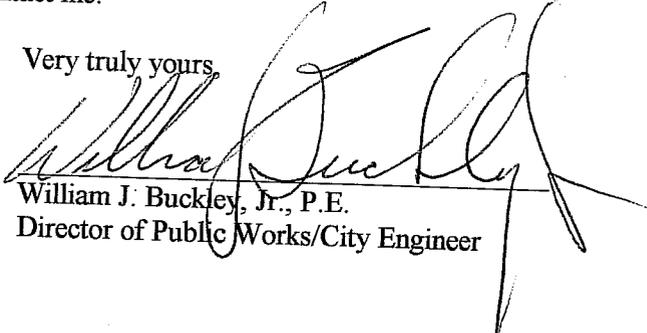
It has recently come to our attention that the ownership of this roadway is questionable. A title search done for the City Corporation Counsel's office was inconclusive as to ownership. In order for utility services to be run to the Senior Center – Elmwood Hall, the utility companies need assurance that Elmwood Place is a City/public street.

Public Works Department maintenance records show that as far back as records have been kept, the City has plowed, sanded, and patched Elmwood Place.

We, therefore, request that the Common Council accept Elmwood Place as a public highway. Copies of the map and legal description prepared by our office showing the roadway in question are enclosed for your reference.

If you have any questions, please feel free to contact me.

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

C: Eric L. Gottschalk, Esq., with encl.
Frank Cavagna

ELMWOOD PLACE

A certain roadway or parcel of land, known as Elmwood Place, containing 5,760 square feet (0.1322Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut bounded and described as follows:

Commencing at a point on the westerly street line of Main Street, which point is the southeasterly corner of land now or formerly of Main Elmwood, LLC and being the northeasterly corner of land herein described, thence running southerly along the westerly street line of Main Street S.23° 55' 38" E. a distance of 16.78 feet to a point, thence turning and running westerly along the southerly street line of Elmwood Place on the following courses and distances S. 60° 51' 43" W. a distance of 109.64 feet to a point, thence S. 61° 49' 17" W. a distance of 78.35 feet to a point, thence S. 61° 46' 52" W. a distance of 74.04 feet to a point, thence S. 62° 25' 33" W. a distance of 98.00 feet to a point on the easterly boundary line of land now or formerly of The Danbury Square Box Company, thence turning and running northerly along the easterly boundary line of land now or formerly of The Danbury Square Box Company N. 27 ° 42" 16" W. a distance of 15.00 feet to a point on the southerly boundary line of land now or formerly of Main Elmwood, LLC, thence turning and running easterly along the southerly boundary line of land now or formerly of Main Elmwood, LLC being the northerly street line of Elmwood Place on the following courses and distances N. 62° 25' 33" E. a distance of 100.64 feet to a point, thence N. 61° 01' 09" E. a distance of 260.52 feet to the point or place of beginning.

Bounded:

Northerly : By land now or formerly of Main Elmwood, LLC.

Easterly : By Main Street.

Southerly : By land now or formerly of Greater Danbury Legal Center, LLC, by land now or formerly of Rullo Holding, LLC and by land now or formerly of the City of Danbury, each in part.

Westerly : By land now or formerly of The Danbury Square Box Company.

For a more particular description reference is made to a map entitled " Map Showing Elmwood Place to be Acquired by the City of Danbury and a 10 Ft. Wide Utility Easement to be Granted to The Connecticut Light and Power Company Elmwood Place, Danbury, Connecticut Scale 1" = 20' November 20, 2002" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed on the Danbury Land Records.